

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
Case No. 1:18-cv-910**

THERESA SCHMITZ,)	
)	
Plaintiff,)	
)	AFFIDAVIT OF
v.)	DAWN MADREN
)	
ALAMANCE-BURLINGTON)	
BOARD OF EDUCATION,)	
)	
Defendant.)	

I, Dawn Madren, having been duly sworn, do hereby state as follows:

1. My name is Dawn Madren. I am a citizen and resident of Guilford County, North Carolina. I am not a minor. I am under no legal disability. I am fully competent to make this Affidavit, which is based on my own personal knowledge.

2. I have been employed by the Alamance-Burlington Board of Education as the Executive Director of Human Resources since August 19, 2014. I was in this role during the 2016-17 school year.

3. Ms. Schmitz was hired in October 2016 on a one-year contract.

4. A teacher on a one-year contract would be observed and evaluated through the year in accordance with state requirements.

5. Based on her performance and evaluations through the year, a decision would be made in the spring by the superintendent whether to recommend that the Board of Education renew her contract or whether to recommend her for non-renewal.

6. In early spring, I would communicate with school principals to remind them of staff on one-year contracts and to ask if there were anyone they would recommend for non-renewal.

7. The school principals would provide an initial list of names for proposed non-renewal to Human Resources (HR).

8. Prior to HR forwarding the list to the superintendent, I would meet with the individuals recommended for non-renewal to discuss the process of non-renewal and to talk through the option of resignation in lieu of non-renewal.

9. It is common for individuals to elect to resign, as the reason for their separation from the district would be reflected as resignation rather than non-renewal of their contract.

10. If there are individuals who do not elect to resign, HR would forward the list of individuals recommended for non-renewal to the superintendent, who would make a determination whether to support the recommendations.

11. I first spoke with Ms. Schmitz in early December 2016, after she had contacted HR regarding a request she made to continue to leave work early.

12. Ms. Schmitz had received permission to leave work early for the prior week from her supervisor, school principal Mark Gould. However, she had also requested to continue to leave work early for an additional week, which was denied.

13. While HR is responsible for processing formal leave requests, the decision whether to permit a teacher to adjust their schedule outside of formal leave rests with the school principal, and the principal's determination about whether it would be disruptive to try to accommodate the requested adjustment.

14. I am not aware of any other instances in ABSS where a teacher sought and received permission to leave work early for a week or more without taking that time as formal leave.

15. In her conversation with me, Ms. Schmitz asked whether she could continue to leave work early and have her pay prorated to reflect the time she missed.

16. I informed Ms. Schmitz that she could use leave time to leave work early, but would need to do so in half-day increments.

17. The school would need to find a substitute teacher to cover the duties Ms. Schmitz was missing, and substitutes could only be assigned in half-day increments. It would be unworkable for the district to try to hire substitute teachers for small portions of time on any given day.

18. At no point was Ms. Schmitz prohibited from taking leave to care for her son.

19. Over the following months, Ms. Schmitz regularly forwarded or copied me on email communications with Mr. Gould, her immediate supervisor. These communications frequently included a confrontational tone from Ms. Schmitz, inappropriate responses to straightforward requests or questions, and inappropriate demands made of Mr. Gould.

20. On March 14, 2017, Ms. Schmitz was given a Pre-Non-Proficient Memo from Mr. Gould, following consultation with HR. This is a document that is provided to teachers who are at risk of receiving a rating below Proficient on their summative evaluation, which could lead to a recommendation for non-renewal. It is a typical step in our procedure leading to a recommendation for non-renewal.

21. The Memo from Mr. Gould appropriately identified specific areas of concerns relating to Ms. Schmitz's performance as a teacher, and appropriately included action

steps that Ms. Schmitz should take to improve her performance in response to the feedback provided.

22. Following receipt of the Memo, Ms. Schmitz contacted me and alleged that Mr. Gould was bullying and harassing her. In accordance with ABSS policy, I conducted an investigation of her allegations, which included meeting with Ms. Schmitz, meeting with other staff at Sylvan Elementary, meeting with Mr. Gould, and a review of email communications provided by Ms. Schmitz.

23. While my investigation was ongoing, Ms. Schmitz copied me on several email exchanges with Mr. Gould, where I observed Ms. Schmitz continue to interact inappropriately and unprofessionally with Mr. Gould.

24. Her conduct was serious enough that I felt the need to email her on March 19 to remind her that she should remain professional in her interactions with Mr. Gould.

25. My investigation did not substantiate Ms. Schmitz's claims of bullying and harassment. Instead, I found that staff at Sylvan corroborated Mr. Gould's concerns that were reflected in his observations and the Memo. I also found that Mr. Gould appropriately communicated expectations for improved performance to Ms. Schmitz.

26. Based on the concerns identified in the formal observations, the peer observation, the Pre-Non-Proficient Memo, reports from staff, and his own interactions with Ms. Schmitz, Mr. Gould communicated to me that he intended to recommend Ms. Schmitz's contract not be renewed.

27. I attended a meeting with Ms. Schmitz and Mr. Gould on May 8, 2017, to inform Ms. Schmitz of the recommendation and discuss the non-renewal process.

28. In that meeting, I explained to Ms. Schmitz that Mr. Gould was intending to recommend non-renewal of her contract, that the list of recommended non-renewals would go to the superintendent, that if the superintendent supported the recommendation then there would be the

opportunity to request a discretionary hearing in front of the Board, and that Ms. Schmitz had the option of resigning prior to the recommendation going to the superintendent.

29. In that meeting, I did not tell Ms. Schmitz that her options were to resign or to be put on a list she didn't want to be on. I did explain to her that she could resign, and her reason for separation would be listed as resignation. If she elected not to resign, her name would be included on a list of staff recommended for non-renewal that would be sent to the superintendent.

30. I provided Ms. Schmitz with a blank resignation form at the meeting, and asked her to return the form by the end of the week. It is standard practice to provide a blank copy of the form to any full-time employee who may be leaving the district.

31. Ms. Schmitz returned the form at the end of the week, indicating that she had elected to resign, and she selected June 15, 2017 as her effective date of resignation.

Further the affiant sayeth not.

This the 31 day of March 2021.

Dawn Madren

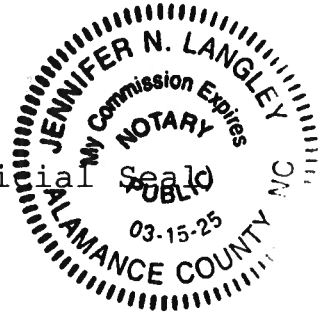
Dawn Madren

STATE OF NORTH CAROLINA
COUNTY OF ALAMANCE

Sworn to and subscribed before me
this 31 day of March, 2021.

Jennifer N. Langley
Notary Public

(Official Seal)



My Commission Expires: March 15, 2025